

EXHIBIT D

Alex Mashinsky
Founder & CEO
Celsius Network Ltd.
alex@celsius.network

Matthew A. Parrella
General Counsel
Prime Trust, LLC
330 South Rampart Blvd., Suite 260
Las Vegas, NV 89145
mparrella@primetrust.com

June 9, 2021

VIA EMAIL ONLY

Re: **Notice of Termination of API Technology and Prime Asset Custody Account Agreements**

Dear Mr. Mashinsky:

This letter constitutes written notice that Prime Trust, LLC (“Prime Trust”) has decided to terminate the API Technology Agreement dated October 4, 2019, (“the API Agreement”), and the Prime Asset Custody Agreement (“the Custody Agreement”) dated November 13, 2019, with Celsius Network Ltd. (“Celsius”).

Prime Trust is exercising its right under Sections 8.2 of Exhibit A of the API Agreement, and Paragraph 6b of the Custody Agreement (see below) to terminate both the API Agreement and the Custody Agreement, effective 30 days from the date of this communication, that is, July 9, 2021.

API Agreement (Exhibit A):

8.2 **Termination.** Either party may terminate this Agreement upon thirty (30) days written notice.

Prime Asset Custody Agreement:

6. **Term and Termination, Modification:**

b. This agreement may be terminated by either party at any time upon 30 days written notice to the other party (with email being an agreed upon method of such notice).

This termination means that Celsius and Alex Mashinsky will cease using the API and all associated Services on or before July 9, 2021, and Prime Trust thereafter will be relieved from any further obligation to provide the Services.

Pursuant to Section 6.d of the Agreement, Prime Trust will deliver the Custodial property to Celsius or a successor custodian within a reasonable amount of time.

6.d If this Agreement is terminated by either party then Custodian shall deliver the Custodial Property to Account Holder as soon as practicable or, at Account Holder's request to a successor custodian. Account Holder acknowledges that Custodial Property held in Custodian's name or nominee may require a reasonable amount of time to be transferred. Upon delivery of Custodial Property, Custodian's responsibility under this Agreement ceases.

Inquiries regarding the return of custodial property should be directed to Tony Noel, VP Market Operations & Reconciliations, at tony@primetrust.com.

In addition, this termination means that Prime Trust hereby revokes the license previously granted to Celsius, under Section 9.5 (Limited License of Trademarks) of the API Agreement, to use Prime Trust's name, logo, and trademarks on Celsius's website and other marketing materials.

As a result, Prime Trust requires and demands that Celsius cease the use of Prime Trust's name, logo, and trademarks and remove those items from Celsius's website and other marketing materials.

Failure to remove and cease the use of Prime Trust's name, logo, and trademarks will constitute Trademark Infringement in violation 15 U.S.C. §§1114, 1116-1118, and Prime Trust will be entitled to seek all available remedies against Celsius and Alex Mashinsky, including:

- a court order (injunction) that Celsius and Alex Mashinsky stop using the accused mark.
- an order requiring the destruction or forfeiture of infringing articles.
- monetary relief, including Celsius and Alex Mashinsky's profits, any damages sustained by Prime Trust, and the costs of the action; and
- an order that Celsius and Alex Mashinsky pay Prime Trust's attorneys' fees.

Very truly yours,

/s/
 Matthew A. Parrella
 General Counsel
 Prime Trust, LLC

